

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re

DAISY GROUP, LTD,

Debtor.

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**ROY BABITT, AS TRUSTEE OF
THE ESTATE OF THE DEBTOR,**

Plaintiff,

-against-

**STEFANS FLOWERS INC., d/b/a STEFAN'S
FLOWER SHOWROOM, INC.,**

Defendant.

**Case No. 01-B-12845(ALG)
Chapter 11 (Converted to
Chapter 7)**

VERIFIED ANSWER

**Adversary Proceeding
No. 02-02387**

Defendant, Stefan's Flowers, Inc., d/b/a Stefan's Flower Showroom, Inc.,
by his attorneys, Abrams, Fensterman, Fensterman, Flowers & Eisman, LLP, as and for
its Answer to the Complaint herein, alleges as follows:

1. Defendant neither admits nor denies the allegations contained in
paragraphs "1", "2", "3", "4", "5", "13", "23", "27", "31", "38", "44", "50" and "56"
of the Complaint, and leaves Plaintiff to his proofs with respect thereto.

2. Defendant denies knowledge and information sufficient to form a belief as to the allegations contained in paragraphs "6", "7", "8", "10", "20", "24", "28", "33", "40", "46", and "52" of the Complaint.

3. Defendant denies each and every allegation contained in paragraphs "12", "13", "15", "16", "17", "19", "21", "22", "25", "26", "29", "30", "34", "35", "36", "37", "39", "41", "42", "43", "45", "47", "48", "49", "51", "53", "54", "55", "57", and "58" of the Complaint.

4. Defendant admits the allegations contained in paragraph "9" of the Complaint.

5. Defendant admits the allegations contained in paragraphs "11" and "32" of the Complaint, except Defendant specifically avers that any monies received, were in the form of compensation for services rendered.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

6. The Complaint fails to state a cause of action upon which relief may be granted as against this answering Defendant.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

7. Any monies transferred by Debtor to Defendant were transferred more than 1 year prior to the date of filing, and therefore are not subject to avoidance pursuant to 11 USC §548.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

8. The monies paid to Defendant by Debtor were just compensation for antecedent debts or other valuable consideration given.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

9. The monies transferred to Defendant by Debtor were in just exchange for reasonably equivalent value given by Defendant.

WHEREFORE, Defendant demands judgment dismissing the Complaint herein, along with such other and further relief as the Court may deem just, proper and equitable.

Dated: Lake Success, New York
June 28, 2002

Yours, etc.,

**ABRAMS, FENSTERMAN, FENSTERMAN,
FLOWERS & EISMAN, LLP**
Attorneys for Defendant

By: 

Keith J. Singer [KJS-5005]
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Lake Success, New York 11042
(516) 328-2300

TO: SILVERBERG, STONEHILL & GOLDSMITH, P.C.
Tiffany Cale, Esq.
Attorneys for the Trustee
111 W. 40th Street
New York, New York 10018
212-730-1900

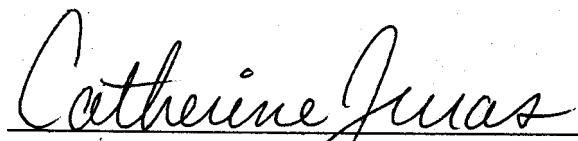
AFFIDAVIT OF FACSIMILE TRANSMISSION AND MAILING

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

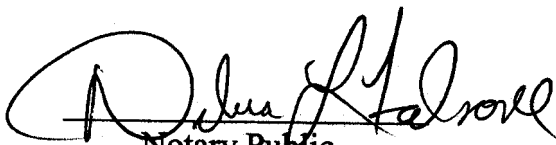
CATHERINE JURAS, being duly sworn, deposes and says: That she is over the age of 18 years, that she is not a party to this action; and has this day, to wit, the day on which this Affidavit was sworn to, served upon the attorney(s) below indicated the papers hereafter set forth by facsimile transmission at the number indicated and by depositing a true copy thereof properly enclosed in a post-paid wrapper in a Post Office Mail Box located at the intersection of Nevada Drive and Delaware Drive, Lake Success, New York 11040, directed to said attorney(s) at the designated address(es) as indicated below:

Document(s) served: **VERIFIED ANSWER**

SILVERBERG, STONEHILL & GOLDSMITH, P.C.
Tiffany Cale, Esq.
Attorneys for the Trustee
111 West 40th Street
New York, NY 10018
(212) 391-4556


Catherine Juras

Sworn to before me this
1st day of July, 2002


Notary Public
DEBRA L. FALSONE
NOTARY PUBLIC, State of New York
No. 01FA4603745
Qualified in Nassau County
Commission Expires June 30, 2006